

REMARKS

By the foregoing Amendment, Claims 1, 13 and 27 have been amended. Favorable reconsideration of the application is respectfully requested.

Claims 27-35 were rejected under 35 U.S.C. §112, second paragraph, on the grounds of indefiniteness. The Examiner indicated that it was unclear whether the invention claimed was directed to the elements prior to assembly or after assembly. Claims 1, 13 and 27 have been amended to clarify the configuration claimed as being directed to the combination of elements after assembly. It is therefore believed that the rejection of Claims 27-35 on the grounds of indefiniteness can be withdrawn.

Claims 1, 3-4, 7-10, 13, 14, 16, 17, 20-23, 27, 28 and 31-35 were rejected under 35 U.S.C. §102(b) on the grounds of anticipation by Briles. The Examiner indicated that Briles disclosed a shoulder (26) defining a well, which was read as being inclusive of the radial channels of Briles. The Examiner further indicated that in Briles the shoulder was capable of containing the sealing insert entirely within the well, depending on the amount of pressure applied, and the Examiner suggested further defining the well. Claims 1, 13 and 27 have been amended to recite "the internal shoulder having a surface defining a continuous annular well." Support for the amendment can be found in the description of the well at page 8, line 22, as formed by a step 50 on a punch as illustrated in Figs. 3 and 5C, as well as page 10, lines 11-15. The term "continuous" is used in the sense of being uninterrupted, having no gaps, holes, or breaks. The counterbore 26 of Briles includes a plurality of radially oriented grooves or channels 52, which allows sealing material to

flow into the passages from their inner ends, as shown in Figs. 1, 3 and 4 of Briles, for example, so that the counterbore 26 of Briles is not a continuous annular well, as is claimed.

It is therefore respectfully submitted that Claims 1, 3-4, 7-10, 13, 14, 16, 17, 20-23, 27, 28 and 31-35 are novel and inventive over Briles, and that the rejection of Claims 1, 3-4, 7-10, 13, 14, 16, 17, 20-23, 27, 28 and 31-35 on the grounds of anticipation by Briles should be withdrawn.

Claims 27, 28, 31, 33 and 34 were rejected under 35 U.S.C. §103(a) on the grounds of obviousness from Briles in view of Armour, cited to disclose a swaging process. As noted above, Claim 27 recites "the internal shoulder having a surface defining a continuous annular well." Claim 27 further recites "a swage tool which mechanically forces the collar over the pin ... tightly sealing the sealing ring entirely within the well of the internal shoulder of the collar between the internal shoulder of the collar and the shaft of the fastener in engagement with the pin." It is respectfully submitted that Briles and Armour do not teach, disclose or suggest tightly sealing a sealing ring entirely within a continuous annular well of an internal shoulder of a collar between the internal shoulder of the collar and the shaft of the fastener, as is claimed. It is therefore respectfully submitted that Claims 27, 28, 31, 33 and 34 are novel and inventive over Briles and Armour, taken individually or in combination, and that the rejection of Claims 27, 28, 31, 33 and 34 on the grounds of obviousness from Briles in view of Armour should be withdrawn.

Claims 5, 6, 18, 19, 39 and 30 were rejected under 35 U.S.C. 103(a) on the grounds of obviousness from Briles, or Briles in view of Armour, and further in view of Rath, which was cited as disclosing a collar made of aluminum or titanium. The rejection is assumed to refer to Claim 29 instead of Claim 39. Claims 5 and 6 depend from Claim 1, Claims 18 and 19 depend from Claim 13, and Claims 29 and 30 depend from Claim 27. It is respectfully submitted that Briles, Armour, and Rath do not teach, disclose or suggest an internal sealing insert adapted to be tightly sealed entirely in a continuous annular well of a swage collar between an internal shoulder of the swage collar and the shaft of the fastener in engagement with the fastener when installed, as is claimed. It is therefore respectfully submitted that Claims 5, 6, 18, 19, 29 and 30 are novel and inventive over Briles, Armour, and Rath, taken individually or in combination, and that the rejection of Claims 5, 6, 18, 19, 29 and 30 on the grounds of obviousness from Briles in view of Armour and further in view of Rath should be withdrawn.

Claims 11, 12, 24 and 25 were rejected under 35 U.S.C. 103(a) on the grounds of obviousness from Briles, further in view of Breed, which was cited as disclosing a rounded groove and flange. Claims 11 and 12 depend from Claim 1, and Claims 24 and 25 depend from Claim 13. It is respectfully submitted that Briles and Breed do not teach, disclose or suggest an internal sealing insert adapted to be tightly sealed entirely in a continuous annular well of a swage collar between an internal shoulder of the swage collar and the shaft of the fastener in engagement with the fastener when installed, as is claimed. It is therefore respectfully submitted that Claims 11, 12, 24 and 25 are novel and inventive over Briles and Breed, taken individually or in combination, and that the

rejection of Claims 11, 12, 24 and 25 on the grounds of obviousness from Briles in view of Breed should be withdrawn.

In light of the foregoing amendments and remarks, it is respectfully submitted that the application should now be in condition for allowance, and an early favorable action in this regard is respectfully requested.

Respectfully submitted,

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